IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CONTEMPT PETITION NO.8 OF 2005

IN

NOTICE OF MOTION NO.3051 OF 2004

IN

SUIT NO.2964 OF 2004

M/s.National Buildings Construction Corporation Ltd. ...Petitioner/ (orig.plff)

vs.

1.M/s.Royal Palm India Pvt.Ltd. and others. ...Respondents

Mr.Ashok Singh i/b. Ms.A.V.Latne, for Petitioner.

None for Respondents.

CORAM: D.K.DESHMUKH, J.

DATED: 29TH JANUARY,2007.

P.C.:

1. By this petition, the petitioner alleges that the respondents have willfully violated the ad-interim order dated 20.10.2004 passed by this Court in the Notice of Motion no.3051 of 2004. By that ad-interim order the Court restrained the respondents from entering into any new contract till

the measurement of the work is done as per the terms of agreement and payment is made to the plaintiff. Perusal of the petition shows that the petitioner has drafted the petition under the impression that the Court has restrained the respondents from starting the work. Before the petitioner filed the petition, the respondents by letter dated 26.10.2004 had informed the petitioner that the new contracts were entered into by them from 1.10.2004 to 14.10.2004 i.e. before the ad-interim order was made. In the petition, however, though the petitioner has referred to the letter dated 26.10.2004 except saying that the letters granting new contract are back dated, there are no averments made. The petitioner has not placed any material on record which will indicate that the respondents have anti-dated letters by which new contracts were entered into.

2. In my opinion, this is not a fit case where the respondents can be said to have wilfully violated the order made by this Court. The petition, is therefore, disposed of.